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OFFICIAL RECORDS PAGE

LAKES OF ALOMA
DECLARATION OF RESTRICTIONS ON REAL ESTATE

THIS DECLARATION, made on the date hereinafter set forth by
GEORGE WIMPEY OF FLORIDA, INC., hereinafter referred to as
"Developer".

WITNESSETH

WHEREAS, Developer is the owner of certain property located
in Seminole County, Florida, which is more particularly described
as follows:

LAKES OF ALOMA, as per the Plat thereof as recorded in
Plat Book 41, pages 31-33, of the Public
Records of Seminole County, Florida.

NOW, THEREFORE, Developer hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with the real property and
be binding on all parties having any rights, title or interest in
the described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

Article I
DEFINITIONS

The following words when used in this Declaration (unless
the context shall prohibit) shall have the following meanings:

- A. "Properties" shall mean and refer to that certain real
property hereinabove described.
- B. "Lot" shall mean and refer to any numbered plot of land
shown upon any recorded subdivision map of the properties.
- C. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of the fee simple title
to any Lot.

THIS INSTRUMENT PREPARED BY:

NAME ESSE E. GRAHAM Esq.

ADDR. 369 NORTH NEW YORK AVE

WATER PARK, FLA. 32789

D. "Developer" shall mean and refer to GEORGE WIMPEY OF FLORIDA, INC., together with its successors or assigns.

E. "Association" shall mean and refer to the LAKES OF ALOMA HOMEOWNERS ASSOCIATION, INC. a Florida corporation not for profit, its successors and assigns.

F. "Member" shall mean and refer to all those Owners who are members of the Homeowner's Association as provided in Article III, Section I hereof.

G. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Association Members. The common areas shall generally consist of all those portions of the property not located within a numbered lot or dedicated road right-of-way.

Article II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (A) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3) of each class of members agreement to such dedication or transfer has been recorded.

Section 2. Owner's Use of Lot. Use of Lot shall be limited to residential purposes.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchaser who reside on the property.

Article III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes:

Class A. Class A Members shall be all Owners, with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to 6 votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

B. On December 31, 1994.

Article IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties hereby covenants; and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to

2069 0814
BOOK PAGE
OFFICIAL RECORD
SEMIWOLE CO. FL.

the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the Property against which each interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party owning the Lots when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, including specifically, but not by way of limitation, maintenance and care of the landscape buffer, the brick and masonry walls constructed on a portion of the perimeter of the subdivision, the recreational facilities, if any, subdivision lights and light fixtures other than those included with any Special Lighting Districts, and any landscape easements situated on the Property, including mowing and trimming of grass and shrubs as necessary.

Section 3. Assessment Allocation. Assessments shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. The assessment of the Class B membership for any vacant Lot or any Lot superimposed with an unoccupied, unsold living unit structure owned by Developer shall be 10 percent of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until December 31, 1990, the maximum annual assessment for each Lot, payable quarterly or monthly, as determined by the Association, shall be as follows for each class as designated:

Class A - \$300.00

Class B - Not less than 10% of the annual assessment for a Class A member.

Commencing January 1, 1991, the amount of the annual assessment shall be in such amounts as adopted by the Board of Directors, payable in equal installments until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. Notwithstanding the foregoing, any increase during a year which results in the assessments exceeding the prior calendar year's assessment by more than ten percent (10%) shall require approval by vote of a majority of members present at a meeting called for such purpose. The notice for such a meeting shall state that purpose. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment specified herein shall be fixed in the Board resolution authorizing such assessment.

Section 5. Special Assessments for Capital Improvements or Extraordinary Expenses. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds of each class of members who are voting in person or by proxy at an Association meeting duly called for this purpose. A special assessment may also, by the same procedures, be imposed to defray expenses which are of a nature so as not to be expected to occur each year, including, but not limited to, the costs of enforcing this Declaration.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members, or of proxies of each class entitled to cast 40 percent of all the votes of each class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be 75 percent of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate of assessment for all Lots within each class of membership, except as provided in Section 4.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner other than Developer, provided that Developer shall be permitted to pay its assessment due on each Lot by the furnishing of services, maintenance and materials of not less than like or equal value. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

2089 0617
OFFICIAL RECORDS
BOOK PAGE

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by or abandonment of his Lot. In any action to enforce any assessment made hereunder; the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceeding.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state Federal bank or savings and loan association, a licensed mortgage broker, an insurance company, trust company, savings bank or credit union. A mortgage in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment equally divided among, payable by, and a lien against all Lots, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Duty to Enforce. It shall be the legal duty and responsibility of the Homeowners' Association to enforce payments of the assessments hereunder.

Section 12. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements or fences situated thereon in a

manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and 30 days written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable 30 days from the date said assessment is made. If said assessment is not paid when due and payable, interest shall be charged by the Association at the highest rate permitted by Florida law. The Association, through its agents and employees, after Board of Director approval as hereinabove provided for, shall have the right to enter any Lot to repair and maintain any brick or masonry wall constructed by the Developer or Association on the perimeter of the Properties.

Article V
ARCHITECTURAL CONTROL

No building, fence, wall or other structures, other than those constructed by Developer, shall be erected, placed or altered on any building Lot until the building plans, specifications, plot plan and landscape plan have been submitted in triplicate to the Architectural Review Committee for approval and approved by same, said Architectural Review Committee to be comprised of the Developer, its appointees, its successors and assigns. When there no longer exists a Class B membership, the Architectural Review Committee shall be appointed by the Association. In the event that the said Architectural Review Committee or its successors or assigns fail to approve or disapprove of such building plans, specifications and plot plan within 30 days after the same have been submitted to said Architectural Review Committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Powers and duties of the Architectural Review Committee, its successors and/or assigns as herein set forth

2089 0618
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL.

shall cease on or after December 31, 2018. Thereafter, the approval described in this covenant shall not be required unless a written instrument shall have been executed by the then recorded owners of a majority of the Lots in said subdivision and duly recorded in the Public Records of Orange County, Florida, appointing a representative or representatives who shall thereafter exercise the same power as above granted unto the said Developer, its successors and/or assigns.

**Article VI
USE RESTRICTIONS**

Section 1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling have a minimum, air-conditioned living area of 1,200 square feet, except for Lots 35, 36 and 37 which must have a minimum air-conditioned living area of 1,400 square feet. Lofts, basement rooms or attic rooms shall not be included in calculations to determine whether the dwelling contains the minimum living area. None of the foregoing dwellings shall exceed thirty-five (35) feet in height.

Section 2. Roofs. Flat, built-up roofs shall be permitted only over Florida rooms, porches or patios at the rear of the residence. Any roof changes are subject to the Architectural Review requirements.

Section 3. Building Location. A front setback line of twenty (20) feet is required for all lots, except for Lots 35, 36 and 37. A rear setback of twenty (20) feet is required for all lots except Lots 35, 36 and 37. Side setbacks shall be a minimum of five (5) feet for all lots except Lots 35, 36 and 37. A front setback line of twenty-five (25) feet is required for Lots 35, 36 and 37. A rear setback of thirty (30) feet is required for Lots 35, 36 and 37. A side setback of ten (10) feet is required for Lots 35, 36 and 37.

OFFICIAL RECORDS
BOOK PAGE
2089 0620

Section 4. Signs. No sign of any kind shall be displayed to public view on any Lot except one professional sign of the builder or contractor and one "For Sale" or "Open House" sign. In any event, no sign shall be larger than 3 square feet. No banners, flyers, or similar items shall be allowed. Notwithstanding the foregoing, Developer shall be entitled to maintain banners during any time it keeps a model home on the Properties.

Section 5. Game and Play Structures. No basketball backboards and any other fixed game and play structures will be permitted without express approval by the Architectural Review Committee, and if approved they shall be located at the rear of the dwelling or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a like kind will not be constructed on any part of the Lots.

Section 6. Fences. No fence or fence walls shall be constructed, erected or maintained on or around any portion of building Lot that is in front of the front setback line of the dwelling. Any fence or wall must, in the sole discretion of the Architectural Review Committee, be completely and aesthetically acceptable in design, materials and construction. On corner Lots the building shall be deemed to have two front lot lines for the purposes of this section only. No fence or fence wall shall exceed a height of six (6) feet nor shall any material used in the construction of said fence consist of any type other than masonry, or solid wood in the "shadowbox" design, acceptable to the Architectural Review Committee. Any such fence or wall shall be fully subject to the Architectural Review requirements. If any fence is approved which contains a "finished" or smooth side with vertical or horizontal support boards, the finished side must face the exterior of the lot on which fence is constructed in such a manner as to be visible only from within the fenced area. On lots of the subdivision which abut or are adjacent to the perimeter wall of the subdivision, no other wall or fence structure shall be built parallel to said wall (no matter what

the distance is between perimeter wall and fence) and no other wall or fence structure shall be constructed perpendicular to or in any way adjacent to or leading to said wall which shall exceed a height of five (5) feet or any height which places the top of said wall or fence higher than six (6) inches below the top of the wall as measured at the point of contact between said wall or fence and the subdivision wall.

Section 7. Swimming Pools. Any swimming pool to be constructed upon any homesite shall be subject to review by the Architectural Review Committee. The design must incorporate, a minimum, the following:

A. The composition of the material must be thoroughly tested and accepted by the industry for such construction.

B. Any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over 2 feet above the natural grade unless approved. No above-ground pools are permitted.

C. Pool cages and screens must be of a design, color and material approved by the Architectural Review Committee and shall be no higher than 12 feet unless otherwise approved by the Architectural Review Committee.

D. Pool screening shall not be visible from the street in front of the dwelling unit. Pool screening shall not extend beyond the sides of the house without express approval by the Architectural Review Committee.

Section 8. Maintenance of Vacant Lots and Dwellings. Once a Lot has been sold by the Developer, the same, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any Lot is not maintained, then the said Developer, its successors and/or assigns, including specifically the Association, shall have the right to enter upon said Lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the Owner of such Lot. If not paid by said Owner within 30 days after being provided with a

2069 0622
OFFICIAL RECORDS
BOOK PAGE

written notice of such charge, the same shall become a special assessment lien upon said Lot until paid, bearing interest at the highest lawful rate until paid, and may be collected by an action to foreclose said lien or by an action at law, at the discretion of said Developer, its successors and/or assigns, including the Association, in the same manner as any other lien or action provided in these restrictions.

Section 9. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of sight from the street. There shall be no burning of trash or any other waste materials.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no solicitations of any kind in the subdivision except by lawful permit obtained from the applicable governmental body.

Section 11. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall a temporary structure of any kind be used for storage, utility, tools, workshop or the like.

Section 12. Livestock and Poultry. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets in numbers which do not create a nuisance or health hazard may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels or animal shelters shall be permitted. No pet or other animal shall be permitted to leave the Lot on which said pet resides unless under leash and in control of its owner.

Section 13. Clotheslines, Solar Devices. No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties unless erected and located in such manner so as not to be visible from the subdivision right-of-way or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other homeowners.

Any solar panels or other devices for the collection of solar energy shall be placed, subject to the directional requirements of such devices, in a manner so as to be visible to the fewest number of adjoining properties. Any such devices shall be subject to the Architectural Review requirements contained in Article V of the Declaration, and the Architectural Review Committee is authorized to prescribe the location, color and design of such device. The Architectural Review Committee may prescribe a standard design and color, or may prescribe a design and color which will best blend with the house on which the device is to be placed, or both, in its discretion. Whenever possible, such devices shall be located to the rear of houses and shall be mounted flat against the house roof.

Section 14. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. No boats, campers or recreational vehicles shall be allowed to be parked for over 24 hours in front of the residence or on the side of the residence when said boats, camper or recreational vehicle can be seen from the street in front of said residence or, in the case of a corner Lot, from either street in front of said residence. All operative vehicles must be parked in the garage or driveway and not anywhere else on Lot and not on the street. No additional outside parking area in

2069 0624
OFFICIAL RECORD PAGE

addition to the driveway shall be permitted unless specifically approved by the Architectural Review Committee and only then if said additional parking area is in no way visible from the street or any adjoining Lot(s).

Section 15. Easements. Easements for installation and maintenance of landscaping, utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by said Developer and at this time a part of the public records of Seminole County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation and maintenance of utilities or which may change the direction of the flow or drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company or the Association is responsible.

Section 16. Sidewalks/Walkways. All sidewalks and walkways shall be constructed of concrete, stone or brick which shall be 4 feet wide unless otherwise specifically approved by the Architectural Review Committee. Committee may disapprove of plans or require modifications as it sees fit.

Section 17. Antennas, Satellite Receivers. There shall not be permitted to exist anywhere on the properties any outside antennas or other devices for purposes of reception of television, radio or similar signals. The term antenna as used herein shall be interpreted to specifically prohibit the construction or installation of a satellite dish or similar type of receiving device, whether such device is to be part of the structure or located on the Lot apart from the structure.

Section 18. Landscape Buffer. Any area designated on the plat of the properties as Landscape Buffer shall be maintained by the Association and kept in good condition.

Section 19. Boats; Lake Access; Docks. None of the common areas within the properties shall be permitted to be used for the

purposes of ingress or egress of any motorized boat to a Lake, nor for storage of boats. The Association shall not provide or permit any such access over, across or through a Common Area. The foregoing shall not prohibit the Association or its members from providing access to a lake over, across and through a Common Area for canoes or non-motorized boats. No boat trailers shall be permitted in the Common Areas. The Association shall have the right to promulgate rules regulating the usage of the Common Areas, including, particularly, any common areas providing access to Deep Lake or Little Lake Georgia. Owners of lots located and fronting on Deep Lake may construct docks on their property after all necessary governmental permits are obtained, however, no such dock shall extend into the lake more than twenty (20) feet nor be wider than seven (7) feet. Lots with a boundary separated from Deep Lake by a common retention or conservation area shall not be a Lot located on and fronting Deep Lake.

Section 20. Common Area. The common area, including landscape easement areas at the entrance way together with the structures, signs and lights, recreational facilities and irrigation system and the retaining areas and any drainage areas and the wall and the fences, are for the benefit and well-being of the owners and shall be retained and maintained at the direction of the Homeowners' Association. The Board of Directors of the Association, if necessary, shall publish rules and regulations pertaining to the uses, functions and activities for said Common Area.

Article VII
WAIVER OF MINOR VIOLATIONS

Where a building submitted to the Architectural Review Committee for approval or where a building has been erected or the construction thereof is substantially advanced and its construction would constitute a violation of the above covenants or it is situated on any Lot in such a manner that the same constitutes a violation or violations of any of the above covenants, said Architectural Review Committee or the Developer,

2069 0826
OFFICIAL RECORDS
BOOK PAGE

it successors and/or assigns, shall have the right to release such Lot or portions thereof from such part of the provisions any said covenants as are violated; provided, however that said Architectural Review Committee or Developer, its successors and/or assigns shall not release a violation of any of said covenants except as to violations they, in their sole discretion, determine to be minor and the power to release any such Lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation violations are minor.

Article VIII
GENERAL PROVISIONS

Section 1. Term. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the this Declaration is recorded, after which time they shall be automatically extended for four (4) successive periods of ten (10) years each.

Section 2. Amendments. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Agreement may be amended, changed, added to, derogated, or deleted from time to time upon the approval of a three-quarters (3/4) vote of a quorum of the membership in the Association at a regular or special meeting called for said purpose. So long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent to the Amendment must be obtained. As it pertains to setback lines from any front, interior, rear or side Lot line, the said Developer specifically reserves unto itself and its successors and/or assigns the authority to change or waive said setback lines at any time prior to the construction of a residence dwelling, regardless of the number of Lots owned by it in said subdivision. Notwithstanding the foregoing provisions, so long as Developer is the Owner of any Lot within the Properties, Developer shall have the right, in its sole discretion, to amend this Declaration of Restrictions on

2089 0627

SPAINCOLE CO. FL.

OFFICIAL RECORDS
BOOK PAGE

Real Estate, without the joinder or a vote of any other Lot Owners, and each Lot Owner and all subsequent grantees of the Property grant to Developer their powers of attorney to effect any change, amendment or modification deemed to be required by Developer, its successors and/or assigns.

Section 3. Enforcement. If the Owner or Owners of property in LAKES OF ALOMA or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the Covenants or Restrictions contained herein, it shall be lawful for the Association or any other person or persons owning any real property situated in said LAKES OF ALOMA to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages, including, but not limited to attorneys' fees incurred before or during trial and on appeal or other dues for such violation.

Section 4. Notice to Lot Owners. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the Lot address of the person who owns the Lot.

Section 5. Severability. Invalidation of any one of these covenants or restrictions on any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 6. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, except that additional land within the areas described in Official Records Book 1890, at Page 367, and in Official Records Book 1890, at Page 369, Public Records of Seminole County, Florida, may be annexed by the Declarant without the consent of the voting membership within five (5) years of the date of this instrument or until the Class B Membership terminates, whichever date shall first occur. Any

land annexed shall be in accord with the general plan heretofore approved by FHA or VA.

Section 7. FHA and VA Approval. As long as there is a Class B membership, any amendments to this Declaration of Restrictions on Real Estate, or annexation of additional land will require the prior approval of the Federal Housing Administration or the Veterans Administration.

Section 8. Declarant's Rights. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, and to the extent permitted under the ordinances, rules and regulations of Seminole County, Florida, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 20 day of April, 1989.

Signed, sealed and delivered
in the presence of:

Lisa M. Allen
Carmine O. Lawrence

GEORGE WIMPEY OF FLORIDA, INC.

BY: [Signature]
AS ITS: [Signature]

2089 0828
SEMINOLE CO. FL.
OFFICIAL RECORDS
BOOK PAGE

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NORMAN HARRIS, PRESIDENT of GEORGE WIMPEY OF FLORIDA, INC., to me well known to be the person described in and who executed the foregoing instrument for the purposes therein stated.

WITNESS my hand and official seal this 20 day of APRIL, 1988.

Leslie K. Norman

NOTARY PUBLIC
MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:

Jesse E. Graham, Esquire
GRAHAM, CLARK, POHL & JONES
369 N. New York Ave.
Winter Park, FL 32789

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 20, 1992
BONDED THROUGH ASHTON AGENCY, INC.

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ORIGINAL RECORD PAGE
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